1	James Acosta (035876)											
2	QUILLING, SELANDER, LOWNDS, WINSLETT & MOSER, P.C.											
3	6900 N. Dallas Parkway, Suite 800											
4	Plano, Texas 75024 Telephone: (214) 560-5455											
5	Facsimile: (214) 871-2111											
6	jacosta@qslwm.com Counsel for Trans Union LLC											
7												
	IN THE UNITED STATES DISTRICT COURT											
8	FOR THE DISTRICT OF ARIZONA											
9		G N 000 01670 G D										
10	Janelle M. Gephart,	Case No. 2:22-cv-01652-SMM										
11	Plaintiff,	DEFENDANT TRANS UNION										
12	V.	LLC'S ANSWER AND DEFENSES TO PLAINTIFF'S COMPLAINT										
13	TD Bank, N.A. and TransUnion, LLC,											
14	Defendants.											
15												
16												
17	Trans Union LLC ("Trans Union"), or	ne of the Defendants herein, files its Answer										
18	and Defenses to the Complaint ("Complaint"	") filed by Janelle M. Gephart ("Plaintiff")										
19	The paragraph numbers below correspond	to the paragraph numbers contained in the										
20	Plaintiff's Complaint to the extent possible.											
21	NATURE OF THE ACTION											
22	1. Trans Union admits only th	at Plaintiff has asserted claims agains										
23	Defendants alleging violations of the Fair C	Credit Reporting Act ("FCRA"), 15 U.S.C										
24	§ 1681, et seq. and violations of the Bankrup	otcy Discharge Injunction, 11 U.S.C. § 524										
25	Trans Union denies the remaining allegations contained in paragraph 1 of the Complaint											
26	JURISDICTION	N AND VENUE										
27	2. Trans Union admits that jurisdic	etion is proper in this Court.										

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3. Trans Union admits, solely based on the allegations contained in Plaintiff's Complaint, that venue is proper in the District of Arizona. Trans Union admits that it is authorized to conduct business in the State of Arizona. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 3 of the Complaint and, therefore, denies same.

PARTIES

- 4. Trans Union admits that Plaintiff is a natural person and a "consumer" as defined in 15 U.S.C. § 1681a(c) of the FCRA. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 4 of the Complaint and, therefore, denies same.
- 5. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 5 of the Complaint and, therefore, denies same.
- Trans Union admits that it is a limited liability company with its principal 6. place of business located in Chicago, Illinois. Trans Union admits that it is a "consumer reporting agency" as defined by the 15 U.S.C. § 1681a(f) of the FCRA, and that it assembles consumer credit information for the purpose of furnishing consumer reports to third parties. Trans Union denies the remaining allegations contained in paragraph 6 of the Complaint.

BANKRUPTCY CASE

- 7. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 7 of the Complaint and, therefore, denies same.
- 8. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 8 of the Complaint and, therefore, denies same.

- 9. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 9 of the Complaint and, therefore, denies same.
- 10. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 10 of the Complaint and, therefore, denies same.
- 11. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the Complaint and, therefore, denies same.
- 12. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 12 of the Complaint and, therefore, denies same.
- 13. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 13 of the Complaint and, therefore, denies same.
- 14. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 14 of the Complaint and, therefore, denies same.
- 15. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 15 of the Complaint and, therefore, denies same.
- 16. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 16 of the Complaint and, therefore, denies same.
- 17. Trans Union denies the allegations contained in paragraph 17 of the Complaint.

- 18. Trans Union admits that it received correspondence from Plaintiff on March 25, 2022, regarding a TD Bank account. Trans Union denies the remaining allegations contained in paragraph 18 of the Complaint.
- 19. Trans Union admits that it received correspondence from Plaintiff on March 25, 2022, regarding a TD Bank account. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 19 of the Complaint and, therefore, denies same.
- 20. Trans Union admits that it received correspondence from Plaintiff on March 25, 2022, regarding a TD Bank account. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 20 of the Complaint and, therefore, denies same.
- 21. Because of the vague and generalized nature of the allegations, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 21 of the Complaint and, therefore, denies same.
- 22. Trans Union admits it responded to Plaintiff's March 25, 2022, correspondence. Trans Union denies the remaining allegations contained in paragraph 22 of the Complaint.
- 23. Because of the vague and generalized nature of the allegations, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 23 of the Complaint and, therefore, denies same.
- 24. Trans Union denies the allegations contained in paragraph 24 of the Complaint.
- 25. Trans Union denies the allegations contained in paragraph 25 of the Complaint.
- 26. Trans Union denies the allegations contained in paragraph 26 of the Complaint.
- 27. Trans Union denies the allegations contained in paragraph 27 of the Complaint.

28. Trans Union denies the allegations contained in paragraph 28 of the 1 2 Complaint. 29. Trans Union denies the allegations contained in paragraph 29 of the 3 Complaint. 4 30. Trans Union denies the allegations contained in paragraph 30 of the 5 Complaint. 6 7 31. Trans Union denies the allegations contained in paragraph 31 of the Complaint. 8 COUNT I 10 32. Trans Union restates and incorporates its responses to paragraphs 1 through 31 above as though fully stated herein. 11 12 33. Trans Union admits that Plaintiff is a "consumer" as defined in 15 U.S.C. § 13 1681a(c) of the FCRA. Trans Union admits that Plaintiff is a "person" as defined in 15 U.S.C. § 14 34. 15 1681a(b) of the FCRA. Trans Union is without information or knowledge sufficient to form a belief 16 17 as to the truth of the allegations contained in paragraph 35 of the Complaint and, 18 therefore, denies same. 19 Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 36 of the Complaint and, 20 21 therefore, denies same. 22 37. Trans Union is without information or knowledge sufficient to form a belief 23 as to the truth of the allegations contained in paragraph 37 of the Complaint and, 24 therefore, denies same.

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38. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 38 of the Complaint and, therefore, denies same.

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- Trans Union is without information or knowledge sufficient to form a belief 39. as to the truth of the allegations contained in paragraph 39 of the Complaint and, therefore, denies same.
- 40. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 40 of the Complaint and, therefore, denies same.
- 41. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 41 of the Complaint and, therefore, denies same.
- Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 42 of the Complaint and, therefore, denies same.
- Trans Union is without information or knowledge sufficient to form a belief 43. as to the truth of the allegations contained in paragraph 43 of the Complaint and, therefore, denies same.
- Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 44 of the Complaint and, therefore, denies same.
- Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 45 of the Complaint and, therefore, denies same.
- 46. Trans Union denies the allegations contained in paragraph 46 of the Complaint.
- Trans Union is without information or knowledge sufficient to form a belief 47. as to the truth of the allegations contained in paragraph 47 of the Complaint and, therefore, denies same.

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48. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 48 of the Complaint and, therefore, denies same.

Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in the prayer paragraph under Count I of the Complaint, including all its subparts, and, therefore, denies same.

COUNT II

- 49. Trans Union restates and incorporates its responses to paragraphs 1 through 48 above as though fully stated herein.
- Trans Union admits that it is a "consumer reporting agency" as defined by 15 U.S.C. § 1681a(f) of the FCRA.
- Trans Union admits that it is a "consumer reporting agency that compiles and maintains files on consumers on a nationwide basis" as defined by 15 U.S.C. § 1681a(p) of the FCRA.
- Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 52 of the Complaint and, therefore, denies same.
- Trans Union admits that Plaintiff is a "consumer" as defined in 15 U.S.C. § 1681a(c) of the FCRA.
- The provisions of the FCRA are self-evident and speak for themselves. Trans Union denies the allegations contained in paragraph 54 of the Complaint.
- 55. The provisions of the FCRA are self-evident and speak for themselves. Trans Union denies the allegations contained in paragraph 55 of the Complaint.
- 56. The provisions of the FCRA are self-evident and speak for themselves. Trans Union denies the allegations contained in paragraph 56 of the Complaint.
- 57. Trans Union denies the allegations contained in paragraph 57 of the Complaint.

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1	58.	Trans	Union	denies	the	allegations	contained	in	paragraph	58	of	the
2	Complaint.											
3	59.	Trans	Union	denies	the	allegations	contained	in	paragraph	59	of	the
4	Complaint.											
5	60.	Trans	Union	denies	the	allegations	contained	in	paragraph	60	of	the
6	Complaint.											
7	61.	Trans	Union	denies	the	allegations	contained	in	paragraph	61	of	the
8	Complaint.											
9	62.	Trans	Union	denies	the	allegations	contained	in	paragraph	62	of	the
10	Complaint.											
11	63.	Trans	Union	denies	the	allegations	contained	in	paragraph	63	of	the
12	Complaint.											
13	64.	Trans	Union	denies	the	allegations	contained	in	paragraph	64	of	the
14	Complaint.											
15	65.	Trans	Union	denies	the	allegations	contained	in	paragraph	65	of	the
16	Complaint.											
17	66.	Trans	Union	denies	the	allegations	contained	in	paragraph	66	of	the
18	Complaint.											
19	67.	Trans	Union	denies	the	allegations	contained	in	paragraph	67	of	the
20	Complaint.											
21	68.	Trans	Union	denies	the	allegations	contained	in	paragraph	68	of	the
22	Complaint.											
23	69.	Trans	Union	denies	the	allegations	contained	in	paragraph	69	of	the
24	Complaint.											
25	70.	The p	rovision	ns of the	e FC	CRA are sel	f-evident a	nd	speak for	then	isel	ves.
26	Trans Union	denies	the alle	egations	cont	ained in para	agraph 70 c	of th	ne Complair	ıt.		
27	71.	Trans	Union	denies	the	allegations	contained	in	paragraph	71	of	the
28	Complaint.											

	1											
1	72.	Trans	Union	denies	the	allegations	contained	in	paragraph	72	of	the
2	Complaint.											
3	73.	Trans	Union	denies	the	allegations	contained	in	paragraph	73	of	the
4	Complaint.											
5	74.	Trans	Union	denies	the	allegations	contained	in	paragraph	74	of	the
6	Complaint.											
7	75.	Trans	Union	denies	the	allegations	contained	in	paragraph	75	of	the
8	Complaint.											
9	76.	Trans	Union	denies	the	allegations	contained	in	paragraph	76	of	the
0	Complaint.											
1	77.	Trans	Union	denies	the	allegations	contained	in	paragraph	77	of	the
2	Complaint.											
3	Trans	Union	denies	the alle	gatic	ons contained	d in the pra	yer	paragraph	of C	our	nt II
4	of the Complaint, including all its subparts.											
5	PLAINTIFF DEMANDS TRIAL BY JURY											
16	Trans Union admits that Plaintiff demands a trial by jury.											
7						<u>EFENSES</u>						
8						ans Union 1						
9	procedures to								•		•	
20	the information				-		_					
21			_			laintiff, whic					•	
22	the result of t							vho	m Trans Ui	110n	has	s no
23	control and fo					-	•					
24					-	nce with the			•		-	
25	reinvestigated			-						'lain	tiit.	•
26	81.	1 rans	∪nion a	t all tim	es ac	cted in comp	mance with	tne	е гска.			
27	1											

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1	82. Plaintiff's claims for exemplary or punitive damages and the FCRA							
2	damage model violate the Due Process Clause of the Fourteenth Amendment and the							
3	laws of the State of Arizona.							
4	83. In the event that a settlement is reached between Plaintiff and any other							
5	party, Defendant Trans Union is entitled to any settlement credits permitted by law.							
6	84. Any alleged damages to Plaintiff, which Trans Union continues to deny,							
7	were caused in whole or in part by an intervening or superseding cause.							
8	WHEREFORE, PREMISES CONSIDERED, Defendant Trans Union LLC,							
9	respectfully requests that this Honorable Court deny the relief requested in Plaintiff's							
10	Complaint, dismiss the action in its entirety, grant Trans Union its costs of suit and							
11	expenses incurred herein, including reasonable attorneys' fees, and for such other and							
12	further relief as the Court deems just.							
13	Respectfully submitted,							
14	/a/ Jamas Aposta							
15	/s/ James Acosta James Acosta (035876)							
16	QUILLING, SELANDER, LOWNDS,							
	WINSLETT & MOSER, P.C.							
17	6900 Dallas Parkway, Suite 800							
18	Plano, Texas 75024							
19	Telephone: (214) 560-5455 Facsimile: (214) 871-2111							
	jacosta@qslwm.com							
20	Counsel for Trans Union LLC							
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CERTIFICATE OF SERVICE 1 I hereby certify that on the 14th day of December 2022, I electronically 2 transmitted the attached document to the Clerk's Office using the CM/ECF System for 3 filing and transmittal of a Notice of Electronic Filing to the following CM/ECF 4 5 registrants: 6 Alexander J. Taylor Jefferson T. Collins ataylor@sulaimanlaw.com jcollins@jshfirm.com 7 Sulaiman Law Group, Ltd. Jones, Skelton & Hochuli P.L.C. 8 2500 S. Highland Ave., Suite 200 40 N. Central Avenue, Suite 2700 Lombard, IL 60148 Phoenix, AZ 85004 9 (630) 575-8181 (602) 263-7359 (602) 200-7825 Fax (630) 575-8188 Fax 10 Counsel for Plaintiff Counsel for TD Bank, N.A. 11 12 13 /s/ James Acosta James Acosta 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28